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Insurance—Change of Interest—Mortgage.—Lampasas Hotel and Park Co. v. Phoenix Ins. Co., 38 S. W. Rep. 361 (Texas). A policy insuring a building against fire contained a condition that the policy should be void "if any change other than by the death of the insured take place in the interest, title, or possession of the subject of the insurance." After obtaining this policy the insured executed a mortgage on the property insured. Fire occurring, the insurer claimed that the insured had forfeited the policy by executing a mortgage on the property since the issuance of the policy, such mortgage working "a change of interest" within the meaning of the condition; but the court held otherwise, following the construction put by the New York Court of Appeals (*Walradt v. Ins. Co.*, 136 N. Y. 375) upon the words "change of interest," to the effect that such words "are substantially synonymous with the words 'change of title,' and neither event occurs until the sale upon the execution."

Patents—Invention—Coating Photographic Paper—Analogous Use.—Eastman Co. v. Getz et al., 77 Fed. Rep. 412. An alteration of a machine for making photographic films by coating the paper with an emulsion, which simply increases the distance between the coating roll and the driven, smooth-faced rolls, with the object of giving the gelatine longer time for drying and settling, is not an invention. The adaptation of a machine for coating glass and emery paper to coating paper with a solution of gelatine, is merely an analogous use and not an invention, it appearing that such changes would reasonably occur to a skilled mechanic employed to adapt the old machine to its new use.

Naval Officer—Duty on State Nautical School Ship—Secretary of the Navy—Accepting Pay from the State.—United States v. Barnette, 17 Sup. Ct. Rep. 286. A naval officer assigned by the order of the Secretary of the navy to duty as executive on a nautical school ship loaned a State by the general government, is entitled to sea-pay while the vessel was at the dock, where he lived on board and performed the same duties as when cruising at sea. The fact that such duty is called "shore duty" in the secretary's order makes no difference. His right to sea-pay is not affected by the fact that he also receives pay from the State.